#### LOCAL FORM FOR A CHAPTER 13 PLAN UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 3015.1 AND **ADMINISTRATIVE ORDER NO. 17-04**

#### UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN

	ner or michight	
IN RE:		
Tracy L. Rudzinski S.S.#xxx-xx-6109 Debtor	CASE NO. CHAPTER 13 JUDGE	
and	PLAN SUM	<u>IMARY</u>
	For informational	purposes only.
S.S.#	ACP: <u>36</u> Months  Minimum Plan Length: <u>36</u> Plan payment: \$ <u>350.00</u> per I  Minimum dividend to Class 9  Percentage of Tax Refunds con	Month Creditors \$_ <b>75.48</b> _
CHAPTER 13	DI AN	
	onfirmation Modification #	
I. NOTICES  TO CREDITORS: YOUR RIGHTS MAY BE AFFECTED BY TH BECOME BINDING WITHOUT FURTHER NOTICE OR HEAR FILED. READ THIS DOCUMENT CAREFULLY AND CONSIDE Debtors must check one box on each line to state whether or not A. Nonstandard Provisions set out in Section IV. Under Federal of Bankruptcy Procedure 3015(c), a "nonstandard provision" means a provision that is not otherwise included in the approform for a Chapter 13 Plan in the Eastern District of Michigania (Control of Michigania).	ING UNLESS A TIMELY WEER SEEKING THE ADVICE the Plan includes each of the Rule Included,	RITTEN OBJECTION IS OF AN ATTORNEY.
· · · · · · · · · · · · · · · · · · ·		
B. A limit on the amount of a secured claim based on a valuation the collateral for the claim.	n of Included	☐ Not included
C. Avoidance of a security interest or lien.	☐ Included	<b>✓</b> Not included
• IF AN ITEM IS CHECKED AS "NOT INCLUDED" OR IF VOID EVEN IF OTHERWISE INCLUDED IN THE PLAN		KED, THE PROVISION IS
<ul> <li>ANY "NONSTANDARD PROVISION" THAT IS NOT SPI</li> <li>IF THIS SECTION I INDICATES THAT THIS PLAN DOI PROVISIONS", ANY "NONSTANDARD PROVISIONS" I SPECIFICALLY LISTED IN SECTION IV) ARE VOID.</li> </ul>	ES NOT INCLUDE ANY "NO	ONSTANDARD
THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFEI WHICH MAY BE FOUND AT WWW.13EDM.COM or WWW.M UPON WRITTEN REQUEST.		
II. APPLICABLE COMMITMENT PERIOD; PLAN PAYMENT	S; PLAN LENGTH; EFFECT	TIVE DATE AND
ELIGIBILITY FOR DISCHARGE:		
A. Debtor's Current Monthly Income exceeds the applicable S is 60 months. Debtor's Plan Length shall be 60 months from the		

Local Form 10-24-17 V 1

Debtor's Current Monthly Income is less than or equal to the applicable State median income. Debtor's Applicable Commitment Period is 36 months. Debtor's Plan Length shall be 36 months from the date of entry of the Order Confirming Plan. This is a minimum Plan length. If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.

If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

- **B.** Debtor's plan payment amount is \$350.00 per month.
- C. Future Tax Refunds. See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns

	regaraing 1ax Kejunas ana 1ax Keturns.
	OR CASES ASSIGNED TO BAY CITY DIVISION: Check only one box. If none are checked or more than one box is
1.	ecked, paragraph 2 shall apply:  Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated Tax Refunds. Debtor will remit 50% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal and State Tax Refund pro-ration shown in Schedule I.
	OR CASES ASSIGNED TO DETROIT DIVISION: Check only one box. If none are checked or more than one box is
1.	ecked, paragraph 2 shall apply:  Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal Tax Refund pro-ration shown in Schedule I.
	OR CASES ASSIGNED TO FLINT DIVISION: Check only one box. If none are checked or more than one box is checked,
1.	ragraph 2 shall apply:  Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future tax refunds.
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration shown on Schedule I.
	<b>D.</b> If the box to the immediate left is "checked", the debtor acknowledges that debtor <b>is not</b> eligible for a discharge pursuant to 11 USC §1328.
	☐ If the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor <b>is not</b> eligible for a discharge pursuant to 11 USC §1328.
Loca	ll Form 10-24-17 V 1

- **E.** 

  If the box to the immediate left is "checked", the debtor or joint debtor is self-employed **AND** incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.
- **III.** <u>DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS:</u> See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.
  - A. Class One TRUSTEE FEES as determined by statute.
  - B. Class Two ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:
    - 1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, Counsel shall elect to either:
      - a. In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$\_3,500.00 for services rendered plus \$\_0.00 for costs advanced by Counsel, for total Attorney Fees and Costs of \$\_3,500.00 through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ 3,500.00 , will be paid as an Administrative Expense Claim; or
      - b. Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$3,500.00 for this purpose. See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.
    - **2. POST-CONFIRMATION ATTORNEY FEES:** See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.
    - **3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES:** Debtor ☐ has retained or ☐ intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.
    - **4. OTHER ADMINISTRATIVE EXPENSE CLAIMS:** Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. *See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.*
  - C. CLASS THREE SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

Class 3.1 Liens to be Stripped. 11 USC §506(a).

THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).

Creditor	Collateral
None	
	urchase Money Liens to be Avoided. 11 USC §522(f).
Creditor	Collateral

-NONED. CLASS FOUR - SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND

Class 4.1 Continuing Payments on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

<u>Creditor</u> <u>Collateral</u> <u>Monthly Payment</u> Direct or Via Trustee

-NONE-

Class 4.2 Pre-Petition Arrearages on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

			Estimated Average	Months to Cure From
Creditor	<u>Collateral</u>	Arrears Amount	Monthly Payment	Confirmation Date

Local Form 10-24-17 V 1

Page 3 of 8

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average  Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

# Class 4.3 Continuing Payments other than on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

<u>Creditor</u> <u>Collateral</u>		Monthly Payment	Direct or Via Trustee
-NONE-			

### Class 4.4 Pre-Petition Arrearages other than on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average  Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

# E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. (See Paragraph H, Paragraph L, Paragraph O, and Paragraph S of the Additional Terms, Conditions and Provisions for additional information).

Class 5.1. Secured Claims not excluded from 11 USC §506 to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B):

32020(0)(	. /				
Creditor/Collateral	Indicate if "crammed" *** or modified	Interest rate (Present Value Rate)	Total to be paid Including Interest	Monthly Payment	Direct or Via Trustee
Consumer Portfolio	Crammed	6.00%	3,833.15	106.48	Trustee
Service/14 Dodge Journey 124,000 miles					
Location: 12528 N. Holly					
Road, Holly MI 48442					

<sup>\*\*\*</sup> See debtor's Schedule A/B for more information about values.

## Class 5.2. Secured Claims not excluded from 11 USC §506 *not* to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B):

Creditor/Collateral	Indicate if "crammed"***or modified	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-/					

<sup>\*\*\*</sup> See debtor's Schedule A/B for more information about values.

## Class 5.3. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) to be paid "Equal Monthly Payments". 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if " <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid Including interest	Monthly Payment	Direct or Via Trustee
-NONE-/					

### Class 5.4. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) not to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B).

				Estimated	
	Indicate if	Interest rate		Average	
	" <u>modified</u>	(Present	Total to be paid	Monthly	
<u>Creditor/Collateral</u>		Value Rate)	<u>Including interest</u>	<u>Payment</u>	Direct or Via Trustee

Local Form 10-24-17 V 1

Creditor/Collateral	Indicate if "modified	Interest rate (Present Value Rate)	Total to be paid Including interest	Estimated Average Monthly_ Payment	Direct or Via Trustee
-NONE-/					

Class 5.5. Surrender of collateral. (See Paragraph P of the Additional Terms, Conditions and Provisions for additional information).

The debtor(s) surrenders debtor's interest in the following collateral. Any allowed unsecured claim remaining after disposition of the collateral will be treated as a Class 9 General Unsecured Creditor.

Creditor Name	Description of Collateral
Santander Consumer USA	2014 Chevy Sierra 56000 miles
	Location: (with fiance) (n/a)

F. CLASS SIX - EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information).

#### Class 6.1. Continuing Lease/Contract Payments:

Creditor	<u>Property</u>	Monthly Payment	Lease/Contract expiration date	Direct or Via <u>Trustee</u>
-NONE-				

#### Class 6.2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

Creditor	Creditor Property		Estimated Average  Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

Class 6.3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, *Conditions and Provisions for additional information):* 

Creditor	<u>Property</u>
-NONE-	

#### G. CLASS SEVEN - PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).

#### Class 7.1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

Creditor	Monthly Payment	Direct or Via Trustee
-NONE-		

#### Class 7.2. Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:

Creditor	Arrears Amount	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-			

#### Class 7.3. All Other Priority Unsecured Claims [11 U.S.C. §1322(a)(2)]

Creditor	Amount	Direct or Via Trustee
-NONE-		

#### H. CLASS EIGHT – SEPARATELY CLASSIFIED UNSECURED CLAIMS. 11 USC §1322(b)(1): (To be paid by Trustee): (See Paragraph M of the Additional Terms, Conditions and Provisions for additional information):

Creditor	<u>Amount</u>	Interest Rate	Reason for Special Treatment
-NONE-			

I.	CLASS NINE - GENERAL UNSECURED CLA Conditions and Provisions for additional information	<b>AIMS</b> (to be paid by Trustee): – See Paragraph N of the Additional Terms, ion.
¥	that is not less than the Amount Available in Value of Encumbered Property (the "Unsecur Amount; or (ii) will continue for the full Plan greater payment to Class 9 Unsecured Creditor	ution to creditors holding Class 9 General Unsecured claims in an amount Chapter 7 shown on Attachment 1, Liquidation Analysis and Statement of red Base Amount"). This Plan shall provide either (i) the Unsecured Base Length as indicated in Paragraph II.A of this Plan, whichever yields the ors. See Attachment 2, Chapter 13 Model Worksheet, Line 8, for mated to be available for payment to Class 9 Unsecured Creditors.
	This Plan shall provide a dividend to holders	of Class 9 General Unsecured Claims equal to 100% of allowed claims.
If	neither box is checked or if both boxes are checked,	then the plan shall pay the Unsecured Base Amount.
	interest on their allowed claims at the rate of	creditors holding claims in Class Seven, Eight and Nine shall receive <b>0.00%</b> per annum as required by 11 USC §1325(a)(4).
IV.	Nonstandard Plan Provisions:	
Applic Award Confir debtor	ations for compensation for services rendered sub ling Post-Confirmation Attorney Fees, if debtor's F ming Plan, all unpaid Attorney Fees and costs shal	BY SEPARATE APPLICATION: Counsel reserves the right to file obsequent to Confirmation of this Plan. Upon entry of an Order-Plan will not complete within 60 months of the date of the Order-III be paid by the Trustee only after a Plan modification that allowste of the Order Confirming Plan is approved with notice as is
follow Level 2 Level 3 Level 4 Level 5 Level 6 Level 6	RDER OF PAYMENT OF CLAIMS: All claims for whi ing order to the extent that funds are available: 1: Class 1 2: Class 5.1, Class 5.3 and 6.1 3: Class 2.1, 2.2, Class 2.3; 4: Class 2.2, 2.3 and 2.4; 5: Class 4.1, 4.3, 5.3, and 6.1 6: Classes 4.2, 4.4, 5.2, 5.4 and 6.2 7: Class 7 8: Classes 3.1, 3.2, 5.5, 6.3, 8 and 9.	ch this Plan proposes payment through the Trustee shall be paid in the
	evel shall be paid as provided in this Plan before a ent funds to pay all claims within a level then the c	ny disbursements are made to any subordinate class. If there are not claims in that level shall be paid <i>pro rata</i> .
no "No	se R. Sweeney P60941, Attorney for Debtor (or Deonstandard Provisions'' other than those set out in see R. Sweeney	ebtor if not represented by an attorney), certify that this Plan contains a Section IV above.  /s/ Tracy L. Rudzinski
Jesse	R. Sweeney P60941	Tracy L. Rudzinski
	ney for Debtor Lahser Road, Suite 252-B	Debtor
South	field, MI 48033	_
	Address ifield, MI 48033-0000	Joint Debtor
	State and Zip Code	Joint Debtor
Swee	neylaw2005̂@yahoo.com	- Movel 45, 2040
H_M/at	il Address	March 15, 2019

6

Date

586.909.8017

Phone Number Local Form 10-24-17 V 1

### ATTACHMENT 1

### LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
REAL ESTATE OTHER THAN PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
HHG/PERSONAL EFFECTS					
Misc. articles of furniture and appliances. Location: 12528 N. Holly Road, Holly MI 48442	100.00	0.00	100.00	100.00	0.00
HHG/PERSONAL EFFECTS (total)	200.00	0.00	200.00	100.00	100.00
JEWELRY	0.00	0.00	0.00	0.00	0.00
CASH/BANK ACCOUNTS	0.64	0.00	0.64	0.00	0.64
VEHICLES					
14 Dodge Journey 124,000 miles Location: 12528 N. Holly Road, Holly MI 48442	3,500.00	20,100.00	0.00	0.00	0.00
2014 Chevy Sierra 56000 miles Location: (with fiance) (n/a)	3,000.00	30,067.00	0.00	0.00	0.00
VEHICLES (total)	6,500.00	50,167.00	0.00	0.00	0.00
OTHER (itemize)	0.00	0.00	0.00	0.00	0.00

Amount available upon liquidation	\$ 100.64
Less administrative expenses and costs	\$ 25.16
Less priority claims	\$ 0.00
Amount Available in Chapter 7	\$ 75.48

#### **ATTACHMENT 2**

#### CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M

1.	Proposed length of Plan:	36	_ months	
2.	Initial Plan Payment: \$350.00 per month x 36 months = \$12,60	<b>00.00</b> (subtot	al)	
3.	Additional Payments: \$ per-	=\$(subtotal)		
4.	Lump sums payments			 \$0.00
5.	Total to be paid into Plan (total of lines 2	2 through 4)		 \$12,600.00
6.	Estimated disbursements other than to C	lass 9 Genera	al Unsecured Creditors	
	a. Estimated Trustee Fees		\$1,134.00	
	b. Estimated Attorney Fees and costs thr confirmation of plan	rough	\$7,000.00	
	c. Estimated Attorney Fees and costs post through duration of Plan	st-confirmatio	on <b>\$0.00</b>	
	d. Estimated fees of other Professionals		\$0.00	
	e. Total mortgage and other continuing s payments	secured debt	\$0.00	
	f. Total non-continuing secured debt pay (including interest)	ments	\$3,833.15	
	g. Total priority claims		\$0.00	
	h. Total arrearage claims		\$0.00	
7.	Total disbursements other than to Class (Total of lines 6.a through 6.h)	9 General Un	secured Creditors	\$ 11,967.15
8.	Funds <i>estimated</i> to be available for Class 9 General Unsecured Creditors (Line 5 minus Line 7)		\$ 632.85	
9.	Estimated dividend to Class 9 General U (see Liquidation Analysis on page 6)	Insecured Cre	editors in Chapter 7 proceeding	\$ 75.48